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**ROBERT PACKER HOSPITAL
HOUSE OFFICER AGREEMENT
2019 - 2020**

This Agreement is made and entered this 1st Day of July 2019, by and between, Claudia Renata DiBlasi, DO ("House Officer") and the Robert Packer Hospital ("Hospital").

BACKGROUND

The House Officer desires to obtain academic and clinical training at the Hospital, and the Hospital desires to offer the House Officer participation in a Residency Training Program.

TERMS

To this end, the Hospital and the House Officer hereby agree as follows:

I. Eligibility for Participation in Residency Training Program

A. The House Officer hereby certifies that he/she:

1. Is a graduate of a medical school in the United States or Canada accredited by the Liaison Committee on Medical Education (LCME) or
2. Is a graduate of a college of osteopathic medicine in the United States accredited by the American Osteopathic Association (AOA); or
3. Is a graduate of a medical school outside the United States and Canada and has met one of the following qualifications:
 - a. Has received a currently valid certificate from the Educational Commission for Foreign Medical Graduates prior to appointment;
 - b. Has a full and unrestricted license to practice medicine in a US licensing jurisdiction in which they are training; or
 - c. Is a graduate of a medical school outside the United States and has completed a Fifth Pathway program provided by an LCME-accredited medical school.
4. Has not been suspended or excluded from participation in, or penalized by Medicaid, Medicare or any other state or federal reimbursement health care program.
5. Is a citizen or permanent resident of the United States; or has a valid J-1, H-1 or work-eligible visa and a valid passport permitting employment and residency in the United States of America for the term of the Residency Training Program.

- B. Has provided proper documentation for a post-graduate training license by the State Board of Medicine of the Commonwealth of Pennsylvania.
1. Verification of Medical Education
 2. Certified copy of diploma
 3. Official transcript from medical school
 4. Updated Curriculum Vitae with no lapses in time from graduation from medical school.
 5. An official letter from previous program director if transferring from another accredited program in the United States.
 6. The House Officer shall maintain and provide to the Department of Medical Education a valid Pennsylvania Medical Training License commensurate with his/her level of training and with the PGY level stipulated in this Agreement. The House Officer shall immediately notify the Hospital if his/her license is under investigation, suspended, or revoked.
 7. If the House Officer fails to maintain a valid Pennsylvania Medical Training License, or is involved in behavioral or academic deficiencies considered severe enough to warrant possible dismissal, dismissal policy # *RPH-D-761-16, Adjudication of Grievances Policy RPH-D-761-01*, and relevant Human Resource Policies for dismissal will be followed.
- C. Before the training start date, the House Officer shall successfully complete all pre-employment requirements of Guthrie Human Resources Department, and a physical examination and toxicology screen, which will be conducted by the Hospital Employee Health Office.

II. House Officer Duties and Responsibilities

- A. A description of the educational experience of the Residency Training Program, including the nature of the assignments to other programs or institutions, is provided in Exhibit A, which is attached hereto and made part of this Agreement by reference.
- B. The House Officer's duties and responsibilities in the Residency Training Program will include, but not be limited to:
- 1 Developing a personal program of self-study and professional growth in compliance with Accreditation Council for Graduate Medical Education (ACGME)/American Osteopathic Association (AOA) requirements and competencies, and with guidance from the teaching staff;
 - 2 Participating in safe, effective and compassionate patient care, under the supervision commensurate with his/her level of knowledge, training and skill;
 - 3 Participating in quality improvement initiatives and acknowledging the increasing importance of their positive impact on patient safety.
 - 4 Participating fully in the educational activities of his/her program and, as required, assume responsibility for teaching and supervising other house officers and students;
 - 5 Participating in institutional and program orientation and activities involving the medical staff at the Hospital, and adhere to established practices, procedures and policies of the Hospital and the medical staff;

- 6 Participating in institutional committees and councils, especially those that relate to patient care review activities;
 - 7 Participating in the evaluation of the quality of education provided by the residency training program; and
 - 8 Developing an understanding of ethical, medical/legal, socioeconomic and cost containment issues that affect the provision of patient care and graduate medical education.
- C. The House Officer hereby agrees to comply with the Resident/Fellow Code of Professional Standard (Exhibit B).
- D. Conditions for reappointment and promotion to a subsequent PGY level are outlined in the individual program policy regarding criteria for advancement (*Ref: RPH-D-778-003 - Post-Graduate Physician Trainee Promotion policy*).
- E. The House Officer hereby agrees to obey and comply with all applicable rules, regulations, policies (including medical record policies), bylaws and practices of The Guthrie Clinic, Robert Packer Hospital, Guthrie Medical Group, PC, and any other clinical site. The House Officer accepts that, at any time and for any reason, rules, regulations, policies, bylaws and practices may be adopted, changed or amended. Failure of the House Officer to obey and comply with any of the above may lead to disciplinary or other adverse action, including, but not limited to, termination of this Agreement.
- F. An Impartial Fair Procedure Review is available for House Officers placed on probation, suspension, denied renewal of contract, intent to renew but not promote to the next level of training, or dismissed and must be requested by the resident, in writing, to the Director of Medical Education, within five business days of the decision. (*Ref: Policy # RPH-D-761-01, Adjudication of Grievances*)
- G. The House Officer hereby agrees to perform all medical services the Hospital conventionally associates with the Residency training program in a manner compliant with the standards of service established by the Hospital, the ACGME, the RRC for the relevant specialty, the AOA, Joint Commission on Accreditation of Healthcare Organizations and federal, state and local agencies.
- H. The House Officer shall assist all attending physicians to comply with all Medicare documentation coding and billing regulations.

III. Confidential Information

The House Officer may not disclose any confidential information of Robert Packer Hospital, The Guthrie Clinic, and/or Guthrie Medical Group, including, but not limited to, patient and patient family information, unless required by law.

IV. Professional Liability Coverage

Hospital shall provide Residents with professional liability coverage in amounts required by law and with a summary of pertinent information regarding this coverage. Liability coverage must include legal defense and protection against awards from claims reported or filed after the completion of the program, if the alleged acts or omissions of the Residents are within the scope of the program. Said professional liability shall not provide coverage for any activity outside of the Residency training program.

House Officer agrees to fully cooperate in the investigation, review and/or defense of any events that arise from activities under this Agreement. This requirement to cooperate will continue after the expiration of this Agreement.

V. Outside Work/ Moonlighting (Ref: RPH-D-761-09 - Moonlighting Policy)

- A. Residents with visas are not permitted to moonlight.
- B. It is expected that the House Officer shall devote the entirety of his/her working time to the Hospital and the Residency Training Program. Consistent with that obligation, it is hereby agreed that, before engaging in any outside work, the House Officer will seek written permission from the Program Director, who may prohibit the House Officer from performing medical services unrelated to the Residency Training Program at another health care facility or at the Hospital.
- C. If the House Officer provides services at another health care facility (other than services required by the Hospital to be performed at other health care facilities as part of the Residency Training Program), the Hospital will not indemnify the House Officer against claims arising out of the services provided at that facility. The House Officer hereby agrees to so inform that facility and provide Hospital with evidence of professional liability coverage for these activities.
- D. If the House Officer, who has obtained permission, performs medical services at another health care facility, he/she shall obey the rules and regulations which are applicable at that facility, so long as they do not conflict with this Agreement.
- E. The House Officer will address any questions regarding scope of responsibilities and indemnification to the Department of Medical Education.
- F. The name of Robert Packer Hospital, Guthrie Medical Group, The Guthrie Clinic or any of its derivatives, must not be used in any announcement, advertising matter, publication, correspondence or report in connection with personal or unofficial activities or services of the House Officer unrelated to the Residency Training Program, if such use in any way could be construed as implying Robert Packer Hospital, Guthrie Medical Group, or The Guthrie Clinic endorsement of any such project, product or service.

VI. Performance Evaluation

As the position of House Officer involves a combination of supervised, progressively more complex, independent patient evaluation and management functions, and formal education activities, the competence of the House Officer is evaluated on a regular basis. Records of the evaluations are maintained as confidential.

VII. House Officer Salary and Benefits

- A. The House Officer's stipend for the post-graduate training year is determined annually by the Department of Medical Education in conjunction with the Board of Robert Packer Hospital, and is communicated to the House Officer in writing prior to her/her start date. Stipends are paid on a bi-weekly basis. (Exhibit C).
- B. The Hospital, in conjunction with the Residency Program, shall determine and communicate policies regarding paid time away and leaves of absence. (Exhibit C).
- C. The Hospital and/or Residency Program may provide additional benefits to the House Officer. If the House Officer is eligible to receive these benefits, he/she will be informed by Human Resources and a description of the benefits will be made available. (Exhibit D).
- D. Any changes to the above stipends and benefits will be communicated to the fellow before the start date of resident training.

VIII. Schedules

Schedules of assignments shall be posted in the House Officer's Department in a conspicuous location.

IX. Graduate Medical Education Policies and Procedures

- A. The Graduate Medical Education Department maintains and enforces policies and procedures governing various issues, including, but not limited to, the following: eligibility and selection, sexual harassment, duty hours, moonlighting, physician impairment, accommodation for disabilities, corrective action and review, evaluation and promotion, grievance procedures, interaction with vendors and corporations, on-call assignments, basic life support certification, meals and house staff parking.
- B. Specific policies and procedures are available in the House Staff Policy Manual, which is distributed annually to the House staff and is posted on the Guthrie Intranet. Departmental, program, and institution policies are posted in their entirety on the Guthrie Intranet.
- C. All House Officers must comply with the rules and regulations contained in the House Staff Manual, the Medical Staff Bylaws, and the Program, Department, and Hospital Policies.
- D. Residents and fellows are employees of the Robert Packer Hospital and are subject to all Human Resources Policies. Refer to online or policy manual.

X. Counseling (Ref: RPH-D-761-14- Post-Graduate Physician Trainee Counseling Policy)

- A. House Officers are provided guidelines for dealing with psychological stress, which includes formal counseling or psychiatric help and assessment of learning disabilities and psychological conditions that may interfere with learning. The goal of this process is restoration of the House Officer to full potential for training and practice.
 - 1 House Officers in need of assistance may access the program on their own initiative, or may be required to access the program through the Program Director or Designated Institutional Official
 - 2 This assistance will be provided at no cost to the House Officer, regardless, of who has mandated the referral.
 - 3 The Employee Assistance Program provides House Officers with a confidential source of assistance when it is recognized that they have personal problems that could pose a threat to their job, learning, or personal well-being.
 - 4 After an initial assessment by the EAP, if deemed necessary, House Officer will be referred for additional services provided outside of Guthrie.

XI. Leaves of Absence

Leaves of absence are available for short and long-term disability, family and medical leave, and bereavement (Exhibit C). All leave taken in excess of the ACGME/AOA and program-allocated time away will stop the educational clock and may extend the post-graduate year in which the leave was taken and the date of completion.

XII. Closure

The Hospital will inform House Officer of adverse accreditation actions taken by the ACGME/AOA in a reasonable period of time after the action is taken. In the event that the Hospital begins the process of closing the Residency Training Program for accreditation reasons, or for other reasons, House Officer will be informed when reasonable. In case of such a closure, or in case of the closure of Hospital, the Hospital will cooperate with House Officer in his/her search for a new Resident position, according to Hospital policy.

XIII. On-Call Quarters

Hospital will supply suitable on-call quarters and access to food and drink, as apply to on-call responsibilities.

XIV. Terms of Agreement

The term of this House Officer Agreement is one (1) year, commencing on June 21, 2019 and ending on June 30, 2020 in the Family Medicine Residency Training Program. Early termination of this Agreement or reappointment as a House Officer for a subsequent year is dependent upon Department and/or Hospital policy and satisfactory performance by the House Officer.

A new appointment shall be pursuant to a new Agreement following successful completion of all promotion criteria set forth by the training program. A written notice of intent will be given to the resident when it is determined that an agreement will not be renewed, when a resident will not be promoted to the next level of training, or when that resident will be dismissed. Promotion policies are included in the Housestaff Manual that is given to each resident. (*RPH-D-778-003 - Post-Graduate Physician Trainee Promotion policy*)

XV. Miscellaneous Provisions

A. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

B. Jurisdiction

Both parties agree to the exclusive jurisdiction of the Courts of the Common Pleas of Bradford County, Pennsylvania in any action or proceeding pursuant to this Agreement.

C. Complete Agreement

This Agreement constitutes the entire Agreement between the parties and supersedes all previous Agreements or understandings. Except as expressly provided therein, no additions or changes may be made to this Agreement without the written consent of both parties.

D. Severability

In the event that any clause or provision of this Agreement (or the application of such clause or provision to a particular set of circumstances) is held or declared to be invalid, illegal or unenforceable, such holding or declaration shall not in any way affect the validity or enforceability of any other clause or provision of this Agreement (or the application of such clause or provision to a different set of circumstances).

E. Waiver or Default

Failure by the Hospital to enforce at any time, or for any period of time, any of the provisions hereof shall not be construed to be a waiver of such provisions nor of the right of the Hospital hereafter to enforce each and every provision.

F. Captions

The captions to the paragraphs in this Agreement are included for convenience only and are not intended to modify or explain the terms of this Agreement.

This House Officer Agreement will become a legal contract when signed by all signatories listed at the end of the Agreement.

IN WITNESS WHEREOF, and intending to be legally bound, House Officer and Hospital hereby execute this Agreement.

ROBERT PACKER HOSPITAL

<u>Claudia R.D. DiBlasi</u>	By: <u>Joseph T. Sawyer Jr.</u>	<u>3/29/2019</u>
House Officer (signature)	Joseph T. Sawyer Jr, MBA, FACHE	Date
Date	President, Robert Packer Hospital	

Claudia Renata DiBlasi, DO
House Officer (Print Name)

<u>Donald Phykitt</u>	<u>3/18/19</u>
Donald Phykitt, DO	Date
Program Director	
Family Medicine Residency Program	
Director of Osteopathic Medicine	

170 54 1332
House Officer
Social Security Number

<u>Brian Fillipo</u>	<u>3/28/19</u>
Brian Fillipo, MD	Date
Designated Institutional Official	

My signature above signifies that I have read and have in possession the exhibits referenced in this Agreement